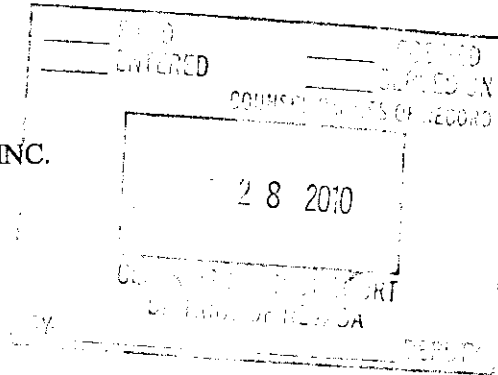


Thomas H. Casey - Bar No. 138264
 Kathleen M. Goldberg - Bar No. 132637
 LAW OFFICE OF THOMAS H. CASEY, INC.
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Attorney for Jason M. Rund
 Chapter 7 Bankruptcy Trustee

UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF NEVADA

DENNIS LEE MONTGOMERY, an individual;)
 and, MONTGOMERY FAMILY TRUST, a)
 California Trust,)
 Plaintiff,)

Case No. 3:06-CV-00056-PMP-VPC

vs.)

**STIPULATION TO AMEND
 PROTECTIVE ORDER ENTERED ON
 SEPTEMBER 11, 2007**

ETREPPID TECHNOLOGIES, L.L.C., a)
 Nevada Limited Liability Company; WARREN)
 TREPP, an individual; DEPARTMENT OF)
 DEFENSE of the United States of America, and)
 Does 1 through 10,)
 Defendants.)

This Stipulation (the "Stipulation") is entered into by and between Jason M. Rund, in his capacity as Chapter 7 Trustee ("Trustee") of the estate of Dennis Lee Montgomery and Brenda Kathleen Montgomery and eTreppid Technologies, L.L.C. and Warren Trepp ("eTreppid") (together referred to as the "Parties").

FACTS

WHEREAS, Michael Flynn ("Flynn") represented Dennis Lee Montgomery ("Debtor") in the above entitled case, among other litigation matters pending in the U.S. District Court of Nevada, including case numbers 3:06-cv-00691-PMP-VPC, 3:06-cv-00250-BES-VPC, and 3:06-cv-00263-PMP-VPC ("Nevada Actions").

WHEREAS, Flynn's representation of the Debtor in the Nevada Actions ended in July of 2007.

1 **WHEREAS**, upon the withdrawal of Flynn as counsel, Liner, Grode, Stein, Yankelevitz,
2 Sunshine, Regenstreif & Taylor (the "Liner Firm") began to represent the Debtor In the Nevada
3 Actions.

4 **WHEREAS**, upon the request of the United States Department of Justice ("DOJ") the
5 Court in the Nevada Actions entered several protective orders including an Order entered on
6 August 29, 2007 ("USA Protective Orders"). Pursuant to the USA Protective Orders, the Debtor
7 and eTreppid are barred from seeking discovery or disclosure from any party which could cause
8 damage to the national security of the United States. However, specific areas of inquiry were
9 delineated as allowed areas of inquiry including any contract or agreement regarding the
10 technology claimed to be owned by either the Debtors or eTreppid, facts relating to the issue of
11 ownership of the technology, and the revenue or income of the Debtor.

12 **WHEREAS**, the Nevada District Court in the Nevada Actions entered a protective order
13 regarding discovery matters between the Debtor and eTreppid. The Order, entered on September
14 11, 2007, is attached hereto as **Exhibit "1"** ("Protective Order").

15 **WHEREAS**, the Protective Order provides that documents produced between the Debtor
16 and eTreppid could be labeled as "Confidential" or "Restricted Confidential" and that such
17 designated documents could not be disclosed or communicated in any fashion and could not be
18 used for any purpose other then preparing for the litigation of the Nevada Actions.

19 **WHEREAS**, in the Nevada Actions eTreppid may have produced documents to Flynn
20 pursuant to document requests from the Debtor, and eTreppid may have marked certain,
21 produced documents as "Confidential" or "Restricted Confidential".

22 **WHEREAS**, in the Nevada Actions eTreppid did produced approximately 100 boxes of
23 documents to the Liner Firm pursuant to a document requests from the Debtor, and eTreppid did
24 mark certain, produced documents as "Confidential" or "Restricted Confidential".

25 **WHEREAS**, the Debtor, along with his wife, Brenda Kathleen Montgomery, filed a
26 voluntary petition under Chapter 7 of the Bankruptcy Code on June 26, 2009 ("Petition Date").

27 **WHEREAS**, Jason M. Rund is the duly appointed trustee ("Trustee") of the bankruptcy
28 estate of Dennis Lee Montgomery and Brenda Kathleen Montgomery ("Bankruptcy Estate").

1 **IT IS FURTHER STIPULATED**, if eTreppid withholds approval for the Trustee to
2 release any document marked as "Confidential" or "Restricted Confidential" by eTreppid
3 pursuant to the Protective Order, the United States Bankruptcy Court for the Central District of
4 California, Riverside Division, presiding over the Debtors' bankruptcy case may hear and rule on
5 the Trustee's request to except a particular document from the Protective Order.

6 **IT IS FURTHER STIPULATED**, that when the Bankruptcy Estate is fully administered
7 or if the Trustee obtains Bankruptcy Court approval to abandon any document marked as
8 "Confidential" or "Restricted Confidential" by eTreppid pursuant to the Protective Order such
9 documents will be destroyed or returned to eTreppid pursuant to eTreppid's written designation
10 of option.

11 **IT IS FURTHER STIPULATED**, that the Parties to this Stipulation agree to continue to
12 abide by the USA Protective Orders.

13 **IT IS FURTHER STIPULATED**, this Stipulation shall become effective only upon
14 entry of an order of the United States Bankruptcy Court authorizing the Trustee to enter into this
15 Stipulation and approving the terms set forth herein. Absent entry of an order of the United
16 States Bankruptcy Court approving this Stipulation, this Stipulation shall be null and void.

17 **IT IS FURTHER STIPULATED**, should any dispute arise regarding this Stipulation,
18 the United States Bankruptcy Court for the Central District of California, Riverside Division
19 shall have jurisdiction to determine the dispute.

20
21 DATED: March 23, 2010 LAW OFFICE OF THOMAS H. CASEY, INC.,
22 A PROFESSIONAL CORPORATION

23 By: Thomas H. Casey

24 Thomas H. Casey, Attorney for
25 Jason M. Rund, in his capacity as Chapter 7 Trustee
for the estate of Dennis Lee and Brenda Kathleen
Montgomery

26 DATED: March 9, 2010 HOLLAND & HART, LLP

27 By: Jerry M. Snyder

28 Jerry M. Snyder, Attorney for
eTreppid Technologies, LLC and Warren Trepp

IT IS SO ORDERED

Valerie C. Fisher
U.S. MAGISTRATE JUDGE

DATED: April 27, 2010

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IT IS SO ORDERED:

DATED:

UNITED STATES DISTRICT JUDGE

Exhibit 1

Hale Lane Peek Dennison and Howard
5441 Kietzke Lane, Second Floor
Reno, Nevada 89511

UNITED STATES DISTRICT COURT
FOR THE DISTRICT COURT OF NEVADA

DENNIS MONTGOMERY, an individual; and
MONTGOMERY FAMILY TRUST, a California
Trust,

Case No. 3:06-CV-00056-PMP-VPC
Base File

Plaintiff,

3:06-cv-00145-PMP-VPC

vs.

ETREPPID TECHNOLOGIES, L.L.C., a Nevada
Limited Liability Company; WARREN TREPP,
an individual; DEPARTMENT OF DEFENSE of
the UNITED STATES OF AMERICA, and
DOES 1 through 10,

Defendants

AND RELATED CASE(S)

~~PROPOSED~~ PROTECTIVE ORDER

This matter comes before the Court on eTreppid Technologies, LLC's Motion for a Protective Order, filed September 19, 2006. Having reviewed the Motion, the Opposition thereto filed by Dennis Montgomery and the Montgomery Family Trust, the pleadings and papers filed in support of and in opposition to that motion, and having heard the arguments of counsel, this Court determines that in the course of this litigation a party may produce documents and information which are confidential or commercially sensitive in nature and that public disclosure of such information could be detrimental to the producing party's interests. Similarly, such confidential or commercially sensitive information may be disclosed by written discovery, deposition testimony, or in other filings with the Court. This Court accordingly enters the following Protective Order:

1. SCOPE. The present Protective Order shall apply to all non-public information and materials provided or produced by the parties in the course of the above-captioned litigation, whether

1 written, oral, contained in documents or transcripts, or in any other form, which has in good faith been
2 designated "Confidential" or "Restricted Confidential" in accordance with Paragraphs 2 and 3 below.

3 2. DEFINITION OF CONFIDENTIAL INFORMATION. There will be two levels of
4 confidential information - - "Confidential" and "Restricted Confidential." A producing party may
5 designate as "Confidential" such non-public documents, information, and materials produced by it
6 which the producing party believes in good faith constitute, contain or reflect proprietary, trade secret
7 or commercially sensitive information, that is not generally known and/or which the party would not
8 normally reveal to non-parties or, if revealed to non-parties, would cause non-parties to maintain in
9 confidence. A producing party may designate as "Restricted Confidential" such Confidential
10 documents, information, and materials produced by it which the producing party believes in good faith
11 constitute, contain or reflect extremely sensitive and highly confidential proprietary, trade secret or
12 commercial information, for which the designation Confidential will not afford adequate protection
13 under the terms of this Protective Order.

14 3. DESIGNATION.

15 (A) A producing party or its counsel may designate as Confidential or Restricted
16 Confidential any documents or other tangible things by (i) marking every page of such item
17 Confidential or Restricted Confidential as the case may be, or (ii) sending written notice designating
18 each page of such documents or each portion of such tangible things to be treated as Confidential or
19 Restricted Confidential as the case may be.

20 (B) A producing party or its counsel may designate deposition or other testimony
21 provided by the producing party as Confidential or Restricted Confidential by any one of the following
22 means: (i) stating orally on the record, with reasonable precision as to the affected testimony, on the
23 day the testimony is given that the information is Confidential or Restricted Confidential, or (ii)
24 sending written notice designating, by page and line, the portions of the transcript of the deposition or
25 other testimony to be treated as Confidential or Restricted Confidential within 10 days after receipt of
26 the transcripts.

27 4. USE OF CONFIDENTIAL AND RESTRICTED CONFIDENTIAL INFORMATION.

28 Confidential and Restricted Confidential documents and information shall not be disclosed or

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1 communicated in any fashion nor be used for any purpose other than preparing for and conducting this
2 litigation, as provided for in this Protective Order. It will be the responsibility of each of the parties'
3 counsel to use reasonable efforts to ensure compliance with the Protective Order. However, nothing in
4 this Protective Order shall prevent any producing party from disclosing or using its own Confidential
5 or Restricted Confidential information as it deems appropriate, and any such use shall not be deemed a
6 waiver of any party's rights or obligations under this Protective Order with respect to any confidential
7 information. In addition, nothing in this Protective Order shall impose any restrictions on the use or
8 disclosure by any party of documents, information, materials, or testimony obtained by such party
9 independent of this litigation.

10 5. RESTRICTIONS ON ACCESS TO CONFIDENTIAL AND RESTRICTED
11 CONFIDENTIAL INFORMATION.

12 (A) Access to Confidential information, and to any copies, portions, summaries,
13 analyses or excerpts of any documents containing information that has been designated "Confidential"
14 shall be limited to the following:

15 (1) Counsel of record for the parties to the litigation, including office
16 associates, paralegals, stenographic and clerical employees;

17 (2) The parties to this action, their representatives, employees and agents,
18 including in-house counsel;

19 (3) Outside witnesses, potential witnesses, consultants, and/or experts, subject
20 to the provisions of Paragraph 6 below;

21 (4) Any person who is indicated on the face of a document to have been an
22 author, addressee, or copy recipient thereof;

23 (5) The Court and court personnel, including clerks and stenographic reporters
24 engaged in such proceedings as are necessarily incident to this litigation;

25 (6) Court reporters or stenographers who record deposition or other testimony
26 in the litigation;

27 (7) Outside photocopying services, graphic production services, or litigation
28 support services employed by the parties or their counsel to assist in this litigation, and computer

1 personnel performing duties in relation to a computerized litigation system;

2 (8) Any other person whom the producing party agrees to in writing.

3 (B) Access to Restricted Confidential information, and any copies, portions,
4 summaries, analyses or excerpts of any documents containing information that has been designated
5 "Restricted Confidential" shall be limited to the following:

6 (1) Counsel of record for the parties to the litigation, including office
7 associates, paralegal, stenographic and clerical employees.

8 (2) The Court and court personnel, including clerks and stenographic reporters
9 engaged in such proceedings as are necessarily incident to this litigation.

10 (3) Court reporters or stenographers who record deposition or other testimony
11 in the litigation.

12 (4) Any person who is indicated on the face of the Restricted Confidential
13 document to have been an author, addressee, or copy recipient thereof.

14 (5) Outside photocopying services, graphic production services, or litigation
15 support services employed by the parties or their counsel to assist in this litigation, and computer
16 personnel performing duties in relation to a computerized litigation system.

17 (6) Outside consultants and/or experts, subject to the provisions of paragraph 6.

18 (7) Any other person whom the producing party agrees to in writing.

19 Documents or information which has been designated "Restricted Confidential" shall not be
20 given to the receiving party or the receiving party's employees, representatives or agents, other than its
21 counsel of record, or to any outside witness, unless such person is entitled to access to "Restricted
22 Confidential" information pursuant to this paragraph.

23 6. ACCESS BY OUTSIDE WITNESSES, CONSULTANTS, AND/OR EXPERTS TO
24 CONFIDENTIAL INFORMATION. The parties' counsel may, to the extent necessary to the
25 prosecution or defense of this action, in accordance with the terms of this Protective Order, and in
26 good faith, make confidential documents or information and any copies, portions, summaries, analyses
27 or excerpts of any documents containing confidential information available to outside or non-party
28 witnesses, consultants, or expert witnesses, provided however that prior to delivering any such

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1 information to such witness, consultant, or expert, counsel shall obtain from the witness, consultant or
2 expert, a signed and dated statement to the effect that the person has read this Protective Order and
3 agrees to bound by its terms. ("Statement of Compliance").

4 7. RENDERING ADVICE. Nothing herein shall bar or otherwise restrict an attorney who
5 is a qualified recipient of Restricted Confidential information under the terms of this Order from
6 rendering advice to his or her client with respect to this action and, in the course thereof, from
7 generally relying upon his or her examination of such information. In rendering such advice or in
8 otherwise communicating with the client, the attorney shall not disclose the specific content of any
9 Restricted Confidential information to any other person or party where such disclosure would not
10 otherwise be permitted under the terms of this Order.

11 8. DEPOSITIONS. Persons may be deposed regarding documents or information of
12 which they have knowledge which have been designated "Confidential" or "Restricted Confidential."
13 All transcripts of these depositions and any other deposition containing confidential information will
14 be treated in accordance with this Protective Order and when filed shall be marked pursuant to the
15 procedures set forth in Paragraph 9 below.

16 Aside from the witness, no person shall attend any portion of any deposition containing
17 testimony regarding confidential information or documents except counsel for the parties unless such
18 person has executed the Statement of Compliance. Any court reporter who transcribes testimony in
19 this action at a deposition shall agree, before transcribing any such testimony, that all testimony
20 containing confidential information is and shall remain confidential and shall not be disclosed, except
21 as provided in this Protective Order and that copies of any transcript, reporter's notes or any other
22 transcription records of any such testimony will be retained in absolute confidentiality and safekeeping
23 by such shorthand reporter or delivered to attorneys of record or filed with the Court.

24 9. DISPUTES CONCERNING DESIGNATION OR DISCLOSURE OF DOCUMENTS.
25 If any party to this Protective Order objects to the designation of any information as Confidential or
26 Restricted Confidential, or there is a dispute concerning the disclosure of confidential information to
27 the person(s) designated by the parties, the party having the objection or dispute shall first state the
28 objection or issue by letter to the party that made such designations. The parties are ordered to confer

1 in good faith by telephone or in person to resolve any dispute respecting the terms or operation of this
2 Protective Order. If the parties are unable to resolve such a dispute within 3 days of such conference,
3 the dispute shall be submitted to the Court. In any such proceeding, the designating party shall have
4 the burden of establishing that the disputed documents or information are "Confidential" or "Restricted
5 Confidential", as defined in Paragraph 2 above. No disclosure of any document or information in
6 dispute shall be made pending resolution of the dispute. In the event that the Court is required to
7 review a claim of confidentiality, the particular documents or information that has been challenged
8 shall be submitted to the Court for in camera inspection.

9 The failure of any party to challenge the designation by another producing party of documents,
10 materials, or information as Confidential or Restricted Confidential shall not be a waiver of that party's
11 right to object to the designation of such material at trial.

12 10. FILING WITH THE COURT. No party or non-party shall file or submit for filing as
13 part of the court record any documents under seal without first obtaining leave of court.
14 Notwithstanding any agreement among the parties, the party seeking to file a paper under seal bears
15 the burden of overcoming the presumption in favor of public access to papers filed in court.

16 However, any party seeking to file with this Court or any appellate court discovery materials
17 which contain "Confidential" or "Restricted Confidential" information, or any pleading, brief, or
18 memorandum purporting to reproduce or paraphrase "Confidential" or "Restricted Confidential"
19 information has an affirmative obligation not to file "Confidential" or "Restricted Confidential"
20 material but to seek this Court's leave to file such material under seal. No party shall file any
21 "Confidential" or "Restricted Confidential" information until this Court has ruled on that party's
22 request for leave to file such information under seal.

23 11. NO IMPLIED ACKNOWLEDGMENT OF CONFIDENTIALITY. The receipt of
24 documents, information or other materials designated as Confidential or Restricted Confidential
25 pursuant to this Protective Order shall not constitute an acknowledgment that the same are in fact
26 confidential or otherwise legally protectable, and the parties and their counsel shall not be obliged to
27 challenge the propriety of any confidentiality designation. Failure to do so shall not preclude a
28 subsequent challenge to the propriety of any such designation. Until and unless the parties may agree

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1 or the Court may finally determine that such documents, information or materials are not properly
2 designated as Confidential or Restricted Confidential pursuant hereto, the same shall continue to be
3 treated as so designated in accordance with the terms of this Protective Order.

4 12. NO WAIVER. The production of documents for inspection shall not constitute a
5 waiver of a party's rights to claim in this lawsuit or otherwise that the documents are privileged or
6 otherwise undiscoverable. Production by any party of confidential documents or information in other
7 litigation shall not constitute a waiver of its right to claim in this lawsuit or hereafter that such
8 documents or information are confidential, privileged or otherwise undiscoverable. Nothing in this
9 Protective Order requires any party to produce any documents or information that the party believes is
10 privileged or otherwise non-discoverable. By entering into this Protective Order, the parties do not
11 waive any right to object to any discovery request, or to the admission of evidence on any ground, or
12 seek any further protective order, or to seek relief from the Court from any provision of this Protective
13 Order by application or on noticed motion on any grounds.

14 13. THIRD PARTIES. Any third-party served with a subpoena in connection with this
15 litigation or who otherwise produces documents or is noticed for a deposition in connection with this
16 litigation may invoke the protections of this Protective Order by signing a copy of this Protective
17 Order and agreeing to be bound by its terms.

18 14. DISPOSITION OF CONFIDENTIAL DOCUMENTS AND INFORMATION UPON
19 FINAL DETERMINATION. Upon the final determination of this action, whether by judgment which
20 is no longer appealable, determination after appeal, settlement, or otherwise, all documents,
21 information and material designated as "Confidential" or "Restricted Confidential" and all copies,
22 testimony, summaries, notes, extracts, or abstracts of such documents or of such information shall
23 promptly be returned to the producing party's counsel, or disposed of pursuant to further order of the
24 Court, except that counsel shall be entitled to retain all memoranda or other documents prepared by
25 counsel embodying information derived from any such materials; provided, however, that no
26 subsequent use shall entail disclosure of any information as to which claim of confidentiality has been
27 made. The final determination of this action shall not terminate the limitations on use and disclosure
28 contained in this Protective Order.

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1 15. AMENDMENT AND MODIFICATION. This Protective Order may be amended by
2 the written agreement of counsel for the parties submitted to an approved by the Court in this case.
3 Nothing in this Protective Order shall preclude any party to this action from moving to vacate or
4 modify this Protective Order or any provision thereof.

5 16. JURISDICTION AND ENFORCEMENT. Any person to whom documents or
6 information designated as "Confidential" or "Restricted Confidential" are disclosed shall be subject to
7 the jurisdiction of this Court for purposes of determining, assuring and adjudging such person's
8 compliance with this Protective Order. This jurisdiction shall survive the termination of this action.
9 Any party or person subject to this Protective Order who violates its provisions shall be liable for
10 contempt of court and damages for any injuries or loss suffered by the producing party as a result of
11 such violation.

12 17. RELATIONSHIP TO STATE SECRETS. The United States Protective Order, entered
13 by the Court on August 29, 2007, upholds the government's assertion of military and states secret
14 privilege regarding information as identified in said protective order. While it is not contemplated that
15 trade secret information sought to be protected by the instant Protective Order directly involves
16 military and states secrets information, to the extent that there is overlap of trade secret and military
17 and states secrets information, the United States Protective Order takes precedence over the terms of
18 the instant Protective Order. Accordingly, no party is to disclose or produce information subject to the

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1 United States Protective Order in the handling or production of trade secret information as identified in
2 the instant Protective Order.

3 IT IS SO ORDERED this 11th day of September, 2007.

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7 U.S. MAGISTRATE JUDGE
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Reno, Nevada 89511

PROOF OF SERVICE

I, Gaylene Silva, declare:

I am employed in the **City of Reno, County of Washoe, State of Nevada**, by the law offices of Hale Lane Peek Dennison and Howard. My business address is: **5441 Kietzke Lane, Second Floor, Reno, Nevada 89511**. I am over the age of 18 years and not a party to this action. I am readily familiar with Hale Lane Peek Dennison and Howard's practice for collection of mail, delivery of its hand-deliveries and their process of faxes.

On September 10, 2007, I caused the foregoing **PROPOSED PROTECTIVE ORDER** to be:

 X filed the document electronically with the U.S. District Court and therefore the court's computer system has electronically delivered a copy of the foregoing document to the following person(s) at the following e-mail addresses:

Fax No. 786-5044

Lezlie@renofamilylaw.com

Ronald J. Logar, Esq.

Eric A. Pulver, Esq.

The Law Offices of Logar & Pulver

225 S. Arlington Avenue, Suite A

Reno, NV 89501

Fax 310/500-3501

Tpham@linerlaw.com; dklar@linerlaw.com;

rlapine@linerlaw.com

Teri T. Pham, Esq.

Deborah A. Klar, Esq.

Ryan M. Lapine, Esq.

Liner Yankelevitz Sunshine & Regenstreif, LLP

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Los Angeles, CA 90024-3503

Fax No. 202/616-8470

Carlotta.wells@usdoj.gov

Carlotta P. Wells, Esq.

Senior Trial Counsel

Federal Programs Branch

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Raphael O. Gomez, Esq.

Senior Trial Counsel

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Civil Division – Room 6144

U.S. Department of Justice

20 Massachusetts Ave., N.W.

P.O. Box 883

Washington, D.C. 20044

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct, and that this declaration was executed on September 10, 2007.

/s/
Gaylene Silva

Hale Lane Peek Dennison and Howard
5441 Kietzke Lane, Second Floor
Reno, Nevada 89511

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF ORANGE

I am employed in the City of Rancho Santa Margarita, County of Orange, State of California. I am over the age of 18 years and not a party to the within action. My business address is 22342 Avenida Empresa, Suite 260, Rancho Santa Margarita, California 92688.


On April 22, 2010, I served the documents named below on the parties in this action as follows:

DOCUMENT(S) SERVED: **STIPULATION TO AMEND PROTECTIVE ORDER ENTERED ON
SEPTEMBER 11, 2007**

SERVED UPON: **SEE ATTACHED SERVICE LIST**

- ☒ (BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF")) – Pursuant to controlling General Order(s) and Local Bankruptcy Rule(s) ("LBR"), the foregoing document will be served by the court via NEF and hyperlink to the document. On **April 22, 2010** I checked the CM/ECF docket for this case and determined that the person(s) on the following page are on the Electronic Mail Notice List to receive NEF transmission at the email address(es) indicated on the following page.
- ☒ (BY MAIL) I caused each such envelope, with postage thereon fully prepaid, to be placed in the United States mail at Rancho Santa Margarita, California. I am readily familiar with the practice of the Law Office of Thomas H. Casey, Inc. for collection and processing of correspondence for mailing, said practice being that in the ordinary course of business, mail is deposited in the United States Postal Service the same day as it is placed for collection.
- ☐ (BY FACSIMILE) The above-referenced document was transmitted by facsimile transmission and the transmission was reported as completed and without error. Pursuant to C.R.C. 2009(i), I either caused, or had someone cause, the transmitting machine to properly transmit the attached documents to the facsimile numbers shown on the service list.
- ☐ (BY FEDERAL EXPRESS) I am readily familiar with the practice of the Law Office of Thomas H. Casey, Inc. for collection and processing of documents for overnight delivery and know that the document(s) described herein will be deposited in a box or other facility regularly maintained by Federal Express for overnight delivery.
- ☐ (BY PERSONAL SERVICE) I delivered to an authorized courier or driver authorized by O.C. Corporate Courier to receive documents to be delivered on the same date. A proof of service signed by the authorized courier will be filed forthwith.
- ☐ (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.
- ☒ (FEDERAL) I declare that I am employed in the office of a member of the bar of this court, at whose direction this service was made.

Executed on April 22, 2010, at Rancho Santa Margarita, California.



Marissa Silva

SERVICE LIST

In re Montgomery et al v. eTrepid Technologies et al 3:06-CV-00056-PMP-VPC

Served Via Electronic Notice:

- **Gregory W. Addington** greg.addington@usdoj.gov,judy.farmer@usdoj.gov,joanie.silvershield@usdoj.gov
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